

EXHIBIT E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SERVICE EMPLOYEES) CV-07-5158-JF
INTERNATIONAL UNION,)
LOCAL 715,) SAN JOSE, CALIFORNIA
PETITIONER,)
VS.) APRIL 25, 2008
STANFORD HOSPITAL AND) PAGES 1-17
CLINICS & LUCILE PACKARD)
CHILDREN'S HOSPITAL,
RESPONDENT.

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE JEREMY FOGEL
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

FOR THE PLAINTIFF: WEINBERG, ROGER & ROSENFELD
SEIU BY: BRUCE HARLAND
1001 MARINA VILLAGE PKWY.
STE 200
ALAMEDA, CA 94501

FOR THE DEFENDANT: FOLEY & LARDNER
STANFORD HOSPITAL BY: EILEEN RIDLEY
LUCILE PACKARD ONE MARITIME PLAZA, 6TH FL
SAN FRANCISCO, CA 94111

OFFICIAL COURT REPORTER: SUMMER CLANTON, CSR,
CERTIFICATE NUMBER 13185

1 SAN JOSE, CALIFORNIA APRIL 25, 2008

2 P R O C E E D I N G S

3 (WHEREUPON, COURT CONVENED AND THE
4 FOLLOWING PROCEEDINGS WERE HELD:)

5 THE COURT: ALL OF THE SEIU, WHICH I
6 BELIEVE ALL HAVE THE SAME NAME. SEIU VERSUS
7 STANFORD HOSPITAL AND CLINICS.

8 MR. HARLAND: GOOD MORNING, YOUR HONOR.
9 BRUCE HARLAND FOR SEIU LOCAL 715.

10 MS. RIDLEY: GOOD MORNING, YOUR HONOR.
11 EILEEN RIDLEY, FOLEY AND LARDNER, ON BEHALF OF
12 STANFORD HOSPITAL AND LUCILE PACKARD CHILDREN'S
13 HOSPITAL.

14 THE COURT: OKAY. WE ACTUALLY HAVE A
15 COUPLE OF DIFFERENT THINGS GOING ON. I DID RELATE
16 ALL THE CASES AND THERE SHOULD BE NO
17 MISUNDERSTANDING. I DIDN'T CONSOLIDATE ANYTHING.
18 I'M TREATING THEM AS SEPARATE CASES, BUT I
19 CONCLUDED THERE IS ENOUGH OF AN OVERLAP AMONG THE
20 DISPUTES THAT IT WOULD BE APPROPRIATE FOR ONE JUDGE
21 TO HANDLE THEM.

22 I GUESS MY QUESTION IS WHETHER WE ARE IN
23 A POSITION TO SET ANY TYPE OF SCHEDULE OR WHETHER
24 WE SHOULD TRY TO GET EVERYONE TOGETHER FOR A SINGLE
25 ADR PROCEDURE OR WHAT THE APPROPRIATE NEXT MOVE IS

1 AT THIS POINT.

2 MR. HARLAND: YOUR HONOR, THIS IS
3 BRUCE HARLAND. I DON'T THINK ANY ADR IS GOING TO
4 BE HELPFUL IN THIS SITUATION.

5 WHAT I WOULD PROPOSE IN THE RELATED CASE,
6 051 -- OR, 5158 -- WE AGREED AT THE LAST CASE
7 MANAGEMENT CONFERENCE TO FILE A DISPOSITIVE MOTION
8 IN THAT MATTER BY JUNE 20TH.

9 THE COURT: OKAY.

10 MR. HARLAND: AND THAT'S A PETITION TO
11 VACATE FILED BY STANFORD HOSPITAL. 213, BEFORE YOU
12 TODAY, IS A PETITION, PART OF AN ARBITRATION AWARD,
13 WHICH IN THE UNION'S OPINION IS JUST A STRAIGHT
14 LEGAL ISSUE. I WOULD PROPOSE HAVING 505 ON JUNE
15 20TH.

16 THE COURT: BASICALLY JUST SET A MOTIONS
17 DATE FOR ANY MOTIONS ANYONE WANTS TO FILE IN ANY OF
18 THE RELATED CASES?

19 MR. HARLAND: YEAH. BEFORE JUNE 20TH. I
20 DON'T THINK THERE'S ANY NEED IN THESE CASES,
21 BECAUSE THERE'S JUST A PURE LEGAL ISSUE, ANY NEED
22 TO DO DISCOVERY.

23 THE COURT: OKAY. I SEE COUNSEL SHAKING
24 HER HEAD, SO PERHAPS I SHOULD HERE FROM HER.

25 MS. RIDLEY: A COUPLE OF POINTS WITH

1 REGARD TO THAT.

2 ONE, THE CASES MOST RECENTLY RELATED,
3 WE'VE NOT EVEN APPEARED YET, AND WE THINK THEY ARE
4 SURFACE ISSUES WITH REGARD TO THOSE. THE SURFACE
5 ISSUES CAN BE RESOLVED MUCH LIKE THE OTHER ISSUES
6 BUT THEY ARE IN A DIFFERENT STATUS.

7 SECOND, THERE'S DIFFERENT ISSUES FROM THE
8 CASE -- THE FIRST FILED CASE FROM THE RELATED CASES
9 THAN THE OTHERS AS WE'VE DISCUSSED, BUT ONE OF THE
10 MORE IMPORTANT ISSUES IS THE STATUS OF LOCAL 715,
11 THE ISSUES OF RESOURCES, AND THE REPRESENTATIVE
12 CAPACITY. THOSE HAVE TO BE SUBJECT TO SOME
13 DISCOVERY WHICH WE BELIEVE HAS TO BE DONE. AND
14 GIVEN THE JUNE 20TH DATE, I DON'T KNOW WE HAVE
15 ENOUGH TIME.

16 THERE ARE SIGNIFICANT ISSUES WITH REGARD
17 TO WHAT'S GOING ON WITH REGARD TO WHO IS
18 REPRESENTING THAT LOCAL, WHETHER IT EXISTS, AND
19 WHETHER RESOURCES HAVE BEEN SENT.

20 THE COURT: HOW QUICKLY WILL IT TAKE TO
21 DO THAT?

22 MS. RIDLEY: I ANTICIPATE, WITH REGARD TO
23 DISCOVERY, IS SOME DOCUMENT PRODUCTION, POSSIBLE
24 REQUEST AND A POSSIBLE DEPOSITIONS.

25 THE ISSUE REALLY GOES TO A VERY DISCREET

1 CONCERN WITH REGARD TO THE RESOURCES AND
2 REPRESENTATION.

3 THE COURT: RIGHT, WHO ARE YOU DEALING
4 WITH.

5 LET ME GET COUNSEL TO RESPOND.

6 MR. HARLAND?

7 MR. HARLAND: SURE. I THINK IT WILL
8 TAKE -- IT WILL BE SIGNIFICANT DISCOVERY BASED ON
9 THE PAST RELATIONSHIP BETWEEN THE PARTIES.

10 NUMBER TWO, I DON'T THINK YOU NEED ANY OF
11 THAT INFORMATION, OR THEY NEED ANY OF THAT
12 INFORMATION TO ARGUE A PETITION TO CONFIRM AN
13 ARBITRATION AWARD OR EVEN A PETITION TO COMPEL
14 ARBITRATION.

15 THE COURT: YOU'RE SAYING WE CAN SET THE
16 MOTION SCHEDULES ON THE ARBITRATION CASES QUICKLY,
17 AND THEN THE OTHER MATTER HAVING TO DO WITH WHO IS
18 BARGAINING WITH WHOM CAN BE WORKED OUT IN A SLOWER
19 TIME FRAME.

20 MR. HARLAND: WHAT I WOULD SUGGEST IS WE
21 BE ALLOWED TO BRING THE MOTION BY JUNE 20TH BY ALL
22 THE CASES EXCEPT FOR THE TWO THAT HAVE JUST BEEN
23 RELATED. I GUESS --

24 THE COURT: ALL RIGHT. LET ME HEAR FROM
25 STANFORD AS TO WHY THAT'S NOT APPROPRIATE.

1 MS. RIDLEY: THEY ARE TRYING TO COMPEL AN
2 ARBITRATION BASED ON AN ENTITY AND A SERVICING
3 AGREEMENT THAT WE'VE REJECTED, WITH REGARD TO
4 COUNSEL, WHO HASN'T CLARIFIED WHO THEY ARE
5 REPRESENTING, AN ENTITY THAT MAY NOT IN FACT EXIST.

6 THE COURT: WOULD ANY OF THAT GO TO THE
7 ENFORCEABILITY OR THE LEGALITY OF THE ARBITRATION
8 AWARDS IN QUESTION?

9 MS. RIDLEY: YES, YOUR HONOR. AND WE
10 THINK THAT'S ONE OF THE ISSUES INCLUDING -- FOR
11 INSTANCE, IN THE FIRST CASE THAT EVERYTHING IS
12 RELATED TO, DEALING WITH WHETHER OR NOT THE
13 ARBITRATOR IN THAT CASE WENT BEYOND HIS POWERS TO
14 DETERMINE CERTAIN ISSUES.

15 THE COURT: OKAY.

16 MR. HARLAND: AND THAT'S JUST THE PURE
17 LEGAL ISSUE BECAUSE IT'S A MATTER THAT WAS
18 SUBMITTED TO THE ARBITRATOR WHICH HE EITHER WENT
19 BEYOND THAT ISSUE OR HE DIDN'T GO BEYOND THAT
20 ISSUE. IF HE DIDN'T GO BEYOND THE ISSUES SUBMITTED
21 TO HIM --

22 THE COURT: LET ME JUST HYPOTHETICALLY
23 SUGGEST SOMETHING AND GET A RESPONSE.

24 WITHIN THE FOUR CORNERS OF THE
25 ARBITRATION AWARD, THERE'S NO QUESTION THAT WHAT

1 MR. HARLAND JUST SAID IS CORRECT. THE COURT LOOKS
2 AT THE ARBITRATION AWARD, AND IS THERE AN AGREEMENT
3 TO ARBITRATE, AND IS THE AWARD NOT COMPLETELY OFF
4 THE ENDS OF THE EARTH, AND SOMETIMES EVEN THOSE ARE
5 OKAY. AND YOU JUST EITHER DECIDE TO CONFIRM IT OR
6 NOT.

7 BUT IN TERMS OF THE ENFORCEABILITY OF THE
8 ARBITRATION AWARD, THAT'S A DIFFERENT QUESTION.
9 IF THE ARBITRATION INVOLVED PEOPLE WHO WERE NOT
10 PARTIES TO THE ARBITRATION AGREEMENT, FOR INSTANCE,
11 THEN IT DOESN'T MATTER HOW GREAT A JOB THE
12 ARBITRATOR DID IF THERE'S NOTHING TO ENFORCE. SO
13 THOSE ARE SEPARATE QUESTIONS.

14 AND I GUESS I WANT TO TRY TO GET AN
15 INDICATION -- IS IT THE UNION'S POSITION THAT THE
16 COURT SHOULD ADJUDICATE WHETHER THE AWARD SHOULD BE
17 CONFIRMED OR NOT CONFIRMED JUST BASED ON
18 TRADITIONAL ARBITRATION PRINCIPLES, AND THEN LEAVE
19 FOR ANOTHER DAY THE QUESTION OF WHETHER AT LEAST
20 ONE PARTY TO THAT ARBITRATION ACTUALLY HAD STANDING
21 TO PARTICIPATE IN IT, WHICH IS WHAT I THINK I HEAR
22 COUNSEL SUGGESTING.

23 MR. HARLAND: I THINK YOU CAN RESOLVE --
24 I DON'T THINK YOU HAVE TO EVEN GET TO THE SECOND
25 ISSUE, BUT I THINK YOU CAN RESOLVE BOTH OF THOSE

1 ISSUES IN ONE MOTION WITHOUT ANY DISCOVERY.

2 THE COURT: BUT HOW DO YOU -- I'M SORRY
3 TO INTERRUPT YOU -- BUT HOW DO YOU RESOLVE AN ISSUE
4 SUCH AS REPRESENTATION WITHOUT GETTING INTO SOME
5 TYPE OF FACTUAL INQUIRY?

6 MR. HARLAND: WELL, FIRST, THE COURT DOES
7 NOT HAVE JURISDICTION OVER THE REPRESENTATIONAL
8 STATUS OF THE UNION, THAT'S THE NLRB'S
9 JURISDICTION, SO THAT'S JUST A PURE LEGAL ISSUE
10 THERE.

11 THE COURT IS ONLY, AS YOU SAID, LOOKING
12 AT THE CONTRACT, LOOKING AT THE ARBITRATION AND
13 DETERMINING WHETHER OR NOT THE ARBITRATOR ISSUED
14 THE ARBITRATION AWARD BY DRAWING THE ESSENCE OF THE
15 AWARD FROM THE CONTRACT OR, YOU KNOW, WHETHER OR
16 NOT HE VIOLATED POLICY. YOU ARE REALLY LOOKING
17 ONLY AT LIMITED THINGS.

18 THE REPRESENTATIONAL STATUS OF THE UNION,
19 IS NOT AN ISSUE BEFORE THIS COURT AND THE COURT
20 DOESN'T HAVE ANY JURISDICTION.

21 THE COURT: BUT WHY WOULD THE COURT WANT
22 TO SPEND THE TIME EVALUATING THE ENFORCEABILITY OF
23 AN ARBITRATION AWARD IF ULTIMATELY THE PARTIES WHO
24 ARE SEEKING ENFORCEMENT DON'T HAVE STANDING?

25 IN OTHER WORDS, I UNDERSTAND YOUR POINT,

1 THE COURT CAN LOOK AT THE AWARD WITHOUT EVEN
2 LOOKING AT THE ISSUE OF REPRESENTATIONAL STATUS,
3 BUT WHY WOULD THE COURT DO THAT AS A MATTER OF
4 JUDICIAL ADMINISTRATION IF THERE'S GOING TO BE A
5 FIGHT ABOUT THAT LATER?

6 MR. HARLAND: WELL, AGAIN, I THINK YOU
7 CAN DO ALL OF THAT WITHOUT ANY DISCOVERY.

8 I MEAN, FOR EXAMPLE, THE WHOLE THING THAT
9 TICKED US OFF WAS A PETITION TO VACATE FILES BY
10 STANFORD. THEY SAY THEY DON'T THINK EXISTS -- OR
11 THEY HAVE DOUBTS THAT EXISTS. THERE IS -- I DON'T
12 KNOW HOW ELSE TO ANSWER THE QUESTION OTHER THAN I
13 DON'T THINK ANY DISCOVERY IS NECESSARY IN TERMS OF
14 THE UNION. BUT THE COURT COULD CONFIRM THE
15 ARBITRATION AWARD AND THEN ENFORCE IT, AT THAT
16 POINT, DETERMINE IF THE UNION HAD ANY STANDING OR
17 NOT.

18 THE COURT: WHY WOULD -- IF IT'S NOT
19 ENFORCEABLE -- AND I DON'T MEAN TO GET INTO A
20 HYPOTHETICAL ARGUMENT. BUT IF IT'S NOT ENFORCEABLE
21 BECAUSE IT WASN'T OBTAINED BY A PARTY WITH
22 STANDING, WHY WOULD THE COURT WANT TO INVEST THE
23 RESOURCES DECIDING WHETHER IT'S ENFORCEABLE OR NOT?

24 MR. HARLAND: IN TERMS OF WHO HAS
25 STANDING, THE ONLY PARTY THAT HAS STANDING IS THE

1 PARTY TO THE CONTRACT.

2 THE COURT: RIGHT.

3 MR. HARLAND: AND AGAIN, THIS IS A LEGAL
4 ISSUE IN TERMS OF WHO THE PARTIES HAVE AS THEIR
5 ADVOCATE AT THE ARBITRATION.

6 THE COURT: I'M NOT SURE THAT'S TRUE,
7 COUNSEL.

8 AND AGAIN, I'M NOT TRYING EXERCISE
9 JURISDICTION OVER SOMETHING I DON'T HAVE
10 JURISDICTION OVER. BUT SAY THERE'S A CONTRACT
11 BETWEEN A AND B, AND Z SHOWS UP AT THE ARBITRATION
12 AND SAYS, I'M A.

13 MR. HARLAND: THAT'S NOT THE SITUATION WE
14 ARE DEALING WITH. WHAT WE ARE DEALING WITH IS THE
15 CONTRACTS BETWEEN A AND B. B SHOWS UP TO THE
16 ARBITRATION AND THE ATTORNEY FOR B SAYS, I'M
17 APPEARING ON BEHALF OF B.

18 COUNSEL FOR THE HOSPITALS ARE SAYING THAT
19 THEY QUESTION WHETHER OR NOT OUR FIRM ACTUALLY
20 REPRESENTS B DIRECTLY.

21 THAT'S NOT A STANDING ISSUE, THAT'S A
22 QUESTION OF ATTORNEY-CLIENT PRIVILEGE.

23 THE COURT: IN MY HYPOTHETICAL, THOUGH,
24 YOU HAVE A PARTY WHO WASN'T WHO THEY SAID THEY WERE
25 PARTICIPATING IN THE ARBITRATION, AND THEN YOU GET

1 AN ADJUDICATION WHICH IS A RESULT OF THE POSITIONS
2 TAKEN BY THAT PARTY AND IT TURNS OUT THE ACTUAL
3 PARTY WASN'T THERE. THAT GOES TO THE QUESTION OF
4 WHETHER THE ARBITRATION AWARD HAS ANY VALIDITY.

5 THAT'S WHAT I UNDERSTAND THE ARGUMENT TO
6 BE. I'M NOT -- I HAVE NO IDEA WHETHER THERE'S ANY
7 TRUTH TO IT, BUT IT'S MORE THAN A QUESTION OF WHO
8 THE LAWYER IS.

9 WHAT I GATHER FROM THE VARIOUS PAPERS
10 I'VE SEEN OVER THE LAST SEVERAL DAYS IS THAT
11 THERE'S A DISPUTE AS TO WHETHER A LOCAL 715
12 REPRESENTS THE PEOPLE WHO IT PURPORTS TO REPRESENT.

13 MR. HARLAND: BUT THAT IS AN ISSUE
14 ENTIRELY BEFORE THE EXCLUSIVE JURISDICTION OF
15 THE --

16 THE COURT: RIGHT. IT IS. AND I'M NOT
17 PURPORTING TO DECIDE THAT.

18 BUT WHAT I'M SAYING IS BEFORE I ENTERTAIN
19 A PETITION TO VACATE OR ENFORCE AN ARBITRATION
20 AWARD, I HAVE TO MAKE SURE THAT THE WHOLE THING
21 ISN'T GOING TO GET UNDERCUT BY AN ORDER FROM THE
22 NLRB COMING OUT AT SOME FUTURE POINT IN TIME
23 SAYING, ACTUALLY, THE PEOPLE WHO WERE THERE HAD NO
24 RIGHT TO BE THERE.

25 THIS IS A RESOURCE QUESTION FOR ME. I

1 THINK WHAT YOU SAID IS ABSOLUTELY RIGHT. THE COURT
2 CAN LOOK AT THE ARBITRATION AWARD AND DECIDE
3 WHETHER IT MAKES SENSE, IN TERMS OF THE SCOPE OF
4 THE ARBITRATION AGREEMENT, WITHOUT REVOLVING THE
5 STANDING ISSUE AT ALL. I'M JUST TRYING TO DECIDE
6 WHETHER IT'S A PRUDENT THING TO DO.

7 WHY SHOULD THE COURT GO THROUGH
8 LITIGATING ALL OF THAT IF THERE'S A POSSIBILITY IT
9 MAY NOT MEAN ANYTHING?

10 MR. HARLAND: YOU COULD SAY THAT IN ANY
11 PETITION TO COMPEL, OR PETITION TO CONFIRM, OR
12 PETITION TO VACATE AT ANY POINT, AND IT GIVES A
13 COLLECTIVE BARGAINING RELATIONSHIP.

14 THE EMPLOYER CAN SAY, WE DON'T THINK THE
15 UNION REPRESENTS WHO THEY PURPORT TO REPRESENT.
16 BUT THE QUESTION IS: AT THE HEARING, THE PARTIES
17 SHOWED UP; THE UNION ENTERED AN APPEARANCE ON
18 BEHALF OF LOCAL 715; A REPRESENTATIVE WHO WAS A
19 TRUSTEE OF 715 APPEARED.

20 THERE'S NO ISSUE OTHER THAN THAT. THE
21 UNION IS JUST SEEKING TO ENFORCE THE AWARD THAT
22 THEY RECEIVED AS A PROPOSED AGREEMENT.

23 THE COURT: LET ME JUST ASK COUNSEL.

24 IS THERE ANY REASON WHY THE COURT CAN'T
25 LOOK AT THE MERITS OF THE ARBITRATION AWARD?

1 MS. RIDLEY: YES, BECAUSE ONE OF THE
2 THINGS THE ARBITRATOR DID WAS DETERMINE THE ISSUE
3 OF REPRESENTATION AND STANDING. EVEN THOUGH DURING
4 THE PROCEEDING THE ARBITRATOR SAID THAT'S NOT THEIR
5 JURISDICTION, THEY ACTUALLY MADE THAT DECISION.
6 AND THAT IS, ORGANICALLY, ONE OF THE PROBLEMS THAT
7 GOES BEYOND WHETHER OR NOT YOU CAN CONFIRM THE
8 ARBITRATION AWARD BUT ALSO IT'S ENFORCEABILITY.

9 THE COURT: SO WHAT CAN WE DO TO EXPEDITE
10 THE DISCOVERY ON THIS STANDING ISSUE?

11 MS. RIDLEY: WE ARE PREPARED TO ISSUE THE
12 REQUESTS, TO IDENTIFY, YOU KNOW, THE DEPOSITIONS
13 THAT WE NEED WITH REGARD TO IT ONCE WE GET THE
14 DOCUMENTS WE THINK ARE RELEVANT TO FAIRLY NARROW
15 THE ISSUE WE ARE RAISING HERE.

16 THE COURT: COUNSEL, IS THERE SOME REASON
17 WHY THAT CAN'T BE DONE QUICKLY?

18 MR. HARLAND: ARE YOU ASKING ME?

19 THE COURT: YES, COUNSEL. I AM.

20 MR. HARLAND: I MEAN, I HOPE IT COULD BE
21 DONE QUICKLY. I DOUBT THAT IT WILL BE, BUT I HOPE
22 THAT IT COULD BE DONE QUICKLY.

23 THE COURT: WELL, IT'S IN EVERYBODY'S
24 INTEREST.

25 ALL RIGHT, HERE'S WHAT I'M GOING TO DO.

1 AND THIS IS NECESSARILY BASED ON IMPRESSIONS RATHER
2 THAN HAVING POURED THROUGH HUNDREDS OF PAGES OF
3 DOCUMENTS. BUT I THINK DISCOVERY SHOULD PROCEED ON
4 THIS ISSUE BECAUSE IT'S GOING ON ARISE AT SOME
5 POINT.

6 AND THE COURT IS NOT PURPORTING TO
7 EXERCISE JURISDICTION OVER SOMETHING THAT THE NLRB
8 HAS EXCLUSIVE JURISDICTION OVER, BUT ONLY TO AID
9 THE RESOLUTIONS OF THE MOTIONS IT'S GOING TO HEAR.

10 AND I WILL MOVE THE FILING DATE FOR THE
11 PETITION TO VACATE IN THE PETITION TO COMPEL. I
12 WILL MOVE THEM BACK 30 DAYS, SO WE WILL MOVE TO
13 JULY 18TH IN LIEU OF THE JUNE 20TH DATE. AND
14 DISCOVERY IS TO PROCEED, AND IF THERE'S PROBLEMS
15 WITH THAT, THEY ARE REFERRED TO MAGISTRATE
16 JUDGE SEEBORG.

17 THEN THE HEARING DATE ON THE
18 CROSS-MOTIONS WITH RESPECT TO THE ARBITRATION AWARD
19 WOULD BE AUGUST 29TH. AND I THINK THAT MAYBE -- I
20 THINK THAT WORKS. AUGUST 20TH AT 9:00.

21 MR. HARLAND: OKAY. SO IF I HAVE IT
22 CORRECT, YOUR HONOR, BY JULY 18TH, 2008, DISCOVERY
23 SHOULD BE COMPLETED, ARE YOU SAYING?

24 THE COURT: I'M SAYING THAT'S WHEN THE
25 MOTIONS SHOULD BE FILED.

1 MR. HARLAND: OKAY.

2 THE COURT: DISCOVERY IS GOING TO HAVE TO
3 GET DONE BEFORE THAT. I'M LEAVING THAT TO THE
4 PARTIES. AND I REALIZE THIS IS AN ACRIMONIOUS
5 RELATIONSHIP, AND I EXPECT COUNSEL TO COOPERATE AND
6 USE ALL THE PROFESSIONAL COURTESIES THAT THEY CAN
7 TO GET IT DONE SO THAT MOTIONS CAN BE FILED ON
8 JULY 18TH.

9 AND THEN WE WILL HAVE A HEARING ON THE
10 CROSS-MOTIONS, WITH RESPECT TO THE ARBITRATION
11 AWARD, ON AUGUST 29TH.

12 MS. RIDLEY: AND I WOULD --

13 MR. HARLAND: FOR BOTH OF THEM?

14 THE COURT: FOR BOTH OF THEM, YES.
15 THAT'S WHAT I MEAN BY CROSS-MOTIONS.

16 MS. RIDLEY: AND JUST SO I'M CLEAR, THE
17 MOTIONS IN THE FIRST FILED CASE, JUST TO BE CLEAR.

18 THE COURT: YES.

19 MS. RIDLEY: AND THERE'S NO GENERAL ORDER
20 ABOUT THE CLOSURE OF DISCOVERY FOR ALL THE RELATED?

21 THE COURT: NO, NO. AND THERE'S ONLY ONE
22 ARBITRATION AWARD, RIGHT?

23 MS. RIDLEY: RIGHT.

24 THE COURT: AND ONE PARTY WANTS TO
25 ENFORCE IT AND THE OTHER ONE WANTS TO VACATE IT.

1 MR. HARLAND: ACTUALLY, THERE'S TWO.
2 THERE'S AN ARBITRATION AWARD IN 5158 WHICH THE
3 HOSPITAL IS SEEKING TO VACATE.

4 THE COURT: OKAY. AND THEN THERE IS ONE
5 THE UNION IS SEEKING TO ENFORCE.

6 MR. HARLAND: YES.

7 THE COURT: I WANT TO KEEP ALL OF THIS --
8 AS FAR AS I'M CONCERNED, THIS IS ONE TROUBLED
9 RELATIONSHIP.

10 THAT'S THE WAY I'M LOOKING AT IT. I'M
11 TRYING TO LOOK AT IT WITH A BIG PICTURE RATHER THAN
12 BREAK IT UP INTO CONSTITUENT PARTS BECAUSE IT WILL
13 DRIVE ME NUTS IF I DO THAT.

14 SO THANK YOU VERY MUCH.

15 MS. RIDLEY: THANK YOU, YOUR HONOR.

16 (WHEREUPON, THE PROCEEDINGS IN THIS
17 MATTER WERE CONCLUDED.)
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19
20
21
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23
24
25

1 STATE OF CALIFORNIA)

2) SS:

3 COUNTY OF SANTA CLARA)

4
5 I, THE UNDERSIGNED OFFICIAL COURT
6 REPORTER OF THE UNITED STATES DISTRICT COURT FOR
7 THE NORTHERN DISTRICT OF CALIFORNIA, 280 SOUTH
8 FIRST STREET, SAN JOSE, CALIFORNIA, DO HEREBY
9 CERTIFY:

10 THAT THE FOREGOING TRANSCRIPT,
11 CERTIFICATE INCLUSIVE, CONSTITUTES A TRUE, FULL AND
12 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES TAKEN AS
13 SUCH OFFICIAL COURT REPORTER OF THE PROCEEDINGS
14 HEREINBEFORE ENTITLED AND REDUCED BY COMPUTER-AIDED
15 TRANSCRIPTION TO THE BEST OF MY ABILITY.

16
17 { _____ }

18 SUMMER A. CLANTON

19 OFFICIAL REPORTER, CSR NO. 13185
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